

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**BANK OF AMERICA, N.A.,**

*Plaintiff,*

v.

**CITY VIEW BLINDS OF N.Y. INC.,** a  
New York corporation, **COSMOPOLITAN**  
**INTERIOR NY CORPORATION,** a New  
York corporation, **JLM DECORATING**  
**NYC INC.,** a New York Corporation,  
**COSMOPOLITAN INTERIOR**  
**FLORIDA CORP.,** a Florida Corporation,  
and **MOSHE GOLD,** an individual,

*Defendants.*

Case Number: No. 20-CV-9911-SLC

**[PROPOSED] JUDGMENT**

Upon this action having been commenced by the plaintiff Bank of America, N.A. (the “*Plaintiff*”) on November 24, 2020, by the filing of a Verified Complaint (the “*Verified Complaint*”), and the defendants City View Blinds of N.Y. Inc., Cosmopolitan Interior NY Corporation, JLM Decorating NYC Inc., Cosmopolitan Interior Florida Corp. and Moshe Gold (collectively the “*Defendants*”), and an Answer having been filed on behalf of the Defendants on January 26, 2021; the parties having consented on February 25, 2021 to Magistrate Jurisdiction for all purposes; the Plaintiff having moved pursuant to a Motion for Summary Judgment (the “*Motion*”) against all of the Defendants on April 30, 2021; the Plaintiff’s request on May 20, 2021 to have the Motion considered fully briefed based on the Defendants’ failure to respond to or oppose the Motion, and the Defendants’ opposition letter filed on May 25, 2021; and

Upon which the Court entered an Opinion and Order dated February 25, 2022 pursuant to which the Motion was granted with respect to the Plaintiff’s First, Second, Sixth and Seventh

Claims and the Motion was denied with respect to the Plaintiff's Third, Fourth, Fifth and Eighth Claims; it is hereby

**ORDERED, ADJUDGED AND DECREED** that the Plaintiff have judgment against the Defendants as follows:

- a. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against City View Blinds of N.Y. Inc. and Cosmopolitan Interior NY Corporation (collectively, the "***Borrowers***") on the First Claim of the Verified Complaint, as of March 22, 2022, in the total amount of \$5,945,899.78 consisting of (i) unpaid principal in the amount of \$4,842,632.62, (ii) contractual accrued interest in the amount of \$277,046.34 (with interest continuing to accrue at a combined *per diem* amount of \$538.07 through the date of entry of Judgment), (iii) default accrued interest in the amount of \$641,001.72 (with interest continuing to accrue at a combined *per diem* amount of \$807.11 through the date of entry of Judgment), (iv) the Plaintiff's out of pocket costs and expenses in the amount of \$29,259.61, and (v) attorneys' fees in the amount of \$141,857.23 plus costs in the amount of \$14,102.26; plus post-judgment interest at the lawful rate on the total amount of \$5,945,899.78 due to the Plaintiff, until the same is paid and satisfied; and
- b. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against City View Blinds of N.Y. Inc. and Cosmopolitan Interior NY Corporation on the Second Claim of the Verified Complaint, as of March 22, 2022, granting the Plaintiff foreclosure upon its security interest in the Collateral (as defined in the Verified Complaint), awarding the Plaintiff immediate

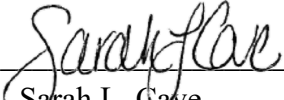
possession of the Collateral, and to the extent that any of the Collateral is not presently in possession or control of the Borrowers directing Borrowers to immediately inform the Plaintiff of the present location of the Collateral and to take all necessary measures to facilitate the turnover of the Collateral to the Plaintiff; and permitting the Plaintiff to dispose of the Collateral and apply proceeds thereof to the obligations and liabilities of the Borrowers in accordance with Article 9 of the Uniform Commercial Code; and

- c. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against Defendants JLM Decorating NYC Inc., Cosmopolitan Interior Florida Corp. and Moshe Gold on the Sixth Claim of the Verified Complaint, as of March 22, 2022, in the total amount of \$5,945,899.78 consisting of (i) unpaid principal in the amount of \$4,842,632.62, (ii) contractual accrued interest in the amount of \$277,046.34 (with interest continuing to accrue at a combined *per diem* amount of \$538.07 through the date of entry of Judgment), (iii) default accrued interest in the amount of \$641,001.72 (with interest continuing to accrue at a combined *per diem* amount of \$807.11 through the date of entry of Judgment), (iv) the Plaintiff's out of pocket costs and expenses in the amount of \$29,259.61, and (v) attorneys' fees in the amount of \$141,857.23 plus costs in the amount of \$14,102.26; plus post-judgment interest at the lawful rate on the total amount of \$5,945,899.78 due to the Plaintiff, until the same is paid and satisfied; and
- d. Judgment be and hereby is entered in favor of the Plaintiff Bank of America, N.A. and against Defendant City View Blinds of N.Y. Inc. on the Seventh Claim of the Verified Complaint, as of March 22, 2022, in the total amount of \$66,101.09, plus

post-judgment interest at the lawful rate due to the Plaintiff, until the same is paid  
and satisfied.

Dated: 

New York, New York April 29, 2022
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Sarah L. Cave  
United States Magistrate Judge